

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

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COMPLETE TITLE OF CASE:

BELTON CHOPPER 58, LLC,

Respondent

v.

NORTH CASS DEVELOPMENT, L.L.C..

Appellant

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DOCKET NUMBER WD78763

DATE: MAY 24, 2016

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Appeal From:

Circuit Court of Cass County, MO  
The Honorable William B. Collins, Judge

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Appellate Judges:

Division Three  
Gary D. Witt, P.J., James E. Welsh, Anthony Rex Gabbert, JJ.

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Attorneys:

Charles Edward Weedman, Harrisonville, MO, Counsel for Respondent

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Attorneys:

Thomas M. Franklin, Steven Daniel Hennelly, Leawood, KS Counsel for Appellant

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**MISSOURI APPELLATE COURT OPINION SUMMARY  
MISSOURI COURT OF APPEALS, WESTERN DISTRICT**

**BELTON CHOPPER 58, LLC,**

**Respondent,**

**v.**

**NORTH CASS DEVELOPMENT, LLC,**

**Appellant.**

**WD78763**

**Cass County**

Before Division Three Judges: Gary D. Witt, P.J., James E. Welsh, Anthony Rex Gabbert, JJ.

North Cass Development, LLC (“North Cass”) appeals the trial court’s grant of summary judgment in favor of Wells Fargo, N.A., as Trustee for the Registered Holders of GE Business Loan Pass-Through Certificates, Series 2007-1 (“Wells Fargo”) (Wells Fargo was later substituted as Respondent for Belton Chopper 58, LLC, the subsequent purchaser of the property). In the underlying suit, Wells Fargo sought declaratory judgment against North Cass quieting title to a piece of commercial real property located in Cass County, Missouri; North Cass argued that it maintained a right of first refusal on the property granted by the property’s prior owner, Bowes Investments, LLC (“Bowes”). On appeal, North Cass contends that the trial court erred in interpreting the substantive law regarding rights of first refusal, as well as in interpreting the contract that granted North Cass the right of first refusal.

**AFFIRMED**

**Division Three holds:**

The circuit court did not err in granting summary judgment in Respondent’s favor because the plain and ordinary interpretation of the right of first refusal language was that the right was not effective upon a foreclosure or other involuntary sale, such as in the sale upon which Respondent acquired the property.

In addition, the plain and ordinary interpretation of the right of first refusal language was that the right would terminate upon a foreclosure or other involuntary sale because to find otherwise would invalidate the following paragraph in the contract, and this Court seeks to avoid contractual interpretations which would leave one or more parts of a contract “unreasonable, unlawful, or of no effect.”

Opinion by Anthony Rex Gabbert, Judge

Date: 5/24/16

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**THIS SUMMARY IS UNOFFICIAL AND SHOULD NOT BE QUOTED OR CITED.**

